

Agenda Item Cover Sheet

Agenda Item No. Meeting Date 02/07/2022 **⊠**Consent Section ☐ Regular Section ☐ Public Hearing 2022-2023 Financial Responsibility Agreement between Hillsborough County and Mosaic Fertilizer, Subject: L.L.C. Department Name: **Environmental Services Division** Contact Person: Jeff Greenwell Contact Phone: (813) 431-4374 Sign-Off Approvals: 11/15/2022 Kevin Moran 11/21/22 Division Director Date County Administrator evin Bricke 11/18/22 11/15/2022 Management and Budget -Date County Atterney (Approved as to Legal Sufficiency Approved as to Financial Impact Accuracy

Staff's Recommended Board Motion:

Authorize for execution the 2022-2023 Financial Responsibility Agreement between Hillsborough County and Mosaic Fertilizer, LLC. This is an agreement renewed annually that ensures that if Mosaic Fertilizer, LLC were to fail to complete reclamation of mined lands in Hillsborough County that there would be funding available for the County to complete the reclamation work. This Financial Responsibility Agreement protects the County from negative financial impacts of adverse environmental issues and or failure of the company to complete required reclamation activities. No County funds are required for this item.

Financial	Impa	ct Statement:
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No County funds are required for this item.

Background:

The Hillsborough County Land Development Code (LDC) Section 8.02.10 requires that phosphate mining permittees furnish to the Board of County Commissioners evidence of financial responsibility in an amount based upon the costs to reclaim or restore all lands disturbed as a result of phosphate mining or processing activities. Such evidence of financial responsibility shall be in the form of financial statements, corporate guarantees, letters of credit, insurance, surety bonds or other financial instruments acceptable to the County. The amount of the financial responsibility is based on the total number of acres mined and expected to be mined in the coming year, the number of acres in first year of establishment after initial planting of permanent vegetation, per LDC Section 8.02.10.C.1 but not through written certification of completed reclamation under LDC Section 8.02.08.C.6, and the amount of storage

(design capacity) of the largest active settling or thickening pond.

The attached Financial Responsibility Agreement has been reviewed by the Management & Budget Department and has been found to constitute satisfactory evidence of Mosaic's financial responsibility for the Big Four, the Hopewell, and the Hillsborough County Consolidated Mines, in accordance with the requirements of the LDC.

Within sixty (60) days of today's date, Mosaic shall execute and deliver the Financial Responsibility Agreement, attached hereto as Attachment 1, to Hillsborough County for execution by the Board Chair. All exhibits to the Financial Responsibility Agreement (i.e., Exhibit "A" – the Reclamation Surety Bond; Exhibit "B" – the Corporate Guarantee; and Exhibit "C" – the Environmental Insurance Policy Certificate of Insurance) shall be issued or executed, respectively, and attached as exhibits to the Financial Responsibility Agreement.

List Attachments:

Attachment 1: Financial Responsibility Agreement by and between Mosaic Fertilizer, L.L.C. and Hillsborough County

Attachment 2: Exhibit "A" – the Reclamation Surety Bond (to be provided upon Board approval); Exhibit "B" – the Corporate Guarantee; and Exhibit "C" – the Environmental Insurance Policy Certificate of Insurance

ATTACHMENT 1

Financial Responsibility Agreement by and between Mosaic Fertilizer, L.L.C. and Hillsborough County

FINANCIAL RESPONSIBILITY AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, by and between Mosaic Fertilizer, LLC, a Delaware limited liability company, (successor in interest to Mosaic Phosphates Company, IMC Phosphates Company, IMC Agrico, and IMC Fertilizer, Inc.), hereinafter referred to as "MOSF", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "the County".

WITNESSETH:

WHEREAS, on March 23, 1995, the County, relying upon Section 8.02.00 of Article 8 of the Hillsborough County Land Development Code (hereinafter referred to as the "Phosphate Mining Regulations"), adopted Resolution 95-062 approving MOSF'S Operating Permit and Master Mining and Reclamation Plan for the Hillsborough County Mines, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on June 23, 1982, the County approved Resolution 82-1 (Document 82-555) approving the Operating Permit and Master Mining and Reclamation Plan for MOSF'S Hopewell Mine, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on March 29, 1976, the County approved Development Order Resolution No. 75-13-DRI, Mine Operating Permit No. 75-Mine-3, including the Big Four Mine Mining and Reclamation Plan, and Rezoning Petition 75-189 for the Big Four Mine, copies of which, as amended, are on file with the County and are incorporated by reference; and

WHEREAS, on October 8, 1996, the County adopted Resolution No. 96-256 which, among other things, approved and recognized MOSF as the owner and developer of the Big Four Mine, but maintained Mobil Oil Corporation's financial responsibility for the Big Four Mine until the Mine Operating Permit for the Big Four Mine was transferred to MOSF; and

WHEREAS, on May 22, 2001, the County adopted Resolution R01-104, which, among other things, transferred the Big Four Mine Operating Permit to MOSF; and

WHEREAS, on March 11, 2008, Hillsborough County Board of County Commissioners approved Resolution 08-047, which added approximately 1,540 acres to form the Hillsborough County Mines Addition Area -- DRI #263 (hereinafter "DRI #263 Addition Area Phase"); removed approximately 7,251.5 acres from the Lonesome and Four Corners Mine boundaries; added a mine infrastructure corridor, revising mining plans and incorporated clay settling area siting plans conceptually approved by the Environmental Protection Commission of Hillsborough County on April 26, 2005 and July 7, 2005, revised reclamation plans reflecting these changes as well as the reclamation already completed in the DRI #213 area; updated DRI #213 Development Order conditions already satisfied or no longer applicable; updated the approved methods for transporting product between the mines and plants; and updated product shipment destination points and deletion of certain destination points and route segments; and

WHEREAS, on August 10, 2010, Hillsborough County Board of County Commissioners approved Resolution 10-113, which added approximately 75 acres through a Notice of Proposed Change ("NOPC") for the Hillsborough County Mines Development of Regional Impact DRI #263, previously owned by Kathy Surface (hereinafter referred to as the "Surface Parcel"); and

WHEREAS, on November 9, 2021 the County approved MOSF's Financial Responsibility for the period 2021-2022 for Hillsborough County Mines, Big Four Mine and Hopewell Mine; and

WHEREAS, mining has been authorized at the Hillsborough County Mines, Big Four Mine and at Hopewell Mine by the County; and

WHEREAS, the Phosphate Mining Regulations Section 8.02.02.B.6. requires MOSF to enter into a contract with the Board of County Commissioners guaranteeing the performance of reclamation operations and the performance of its proposed settling or thickening pond dams, spillways or other outlet structures and establishing liquidated damages to be paid to the County in the event of any breach of said contract; and

WHEREAS, Section 8.02.10 of the Phosphate Mining Regulations requires the MOSF to provide the County with satisfactory evidence of financial responsibility; and

WHEREAS, the parties agree that the amount of financial responsibility shall be based upon the following schedule:

- (1) \$6,824 for each acre of land to be mined in the year following the anniversary date of the issuance of the Operating Permit, and
- (2) \$6,824 for each acre of land mined or previously covered by a settling or thickening pond and for which reclamation has not been completed as of the anniversary date of the issuance of the Operating Permit, and
- (3) \$341 for each mined acre of land within the first year after initial planting of permanent native and/or agricultural vegetation, and
- (4) \$6,824 for each acre of wetland mitigation subject to a specific Hillsborough County Environmental Protection Commission ("EPC") mitigation agreement wherein the specific success criteria contained in such mitigation agreement has not been satisfied as of the anniversary date of the issuance of the Operating Permit, and
- (5) \$1,000 for each acre-foot of storage (design capacity above the lowest outside toe elevation) expected to be contained in the largest active settling or thickening pond in the year following the anniversary date of the issuance of the Operating Permit.

WHEREAS, MOSF has provided satisfactory evidence of financial responsibility in the form of the: (1) Reclamation Surety Bond attached as Exhibit A, (2) Corporate Guarantee from The Mosaic Company, hereinafter referred to "MC" attached as Exhibit B, and (3) MOSF's Certificate of Insurance attached as Exhibit C; and

WHEREAS, the \$6,824 per acre in financial responsibility set forth in paragraphs (1), (2) and (4) in the preceding recital is based upon updates to the Land Development Code for Section 8.02.10 of the Phosphate Mining Regulations approved on October 24, 2019.

WHEREAS, the County and MOSF find that in the event MOSF breaches this Agreement and actual damages cannot be determined, the estimation of liquidated damages, based upon the formula contained in the Phosphate Mining Regulations, and as modified herein, is a fair and reasonable method of approximation of damages.

NOW, THEREFORE, in consideration of the premises set forth above and the covenants, obligations, duties and benefits set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MOSF and the County, intending to be legally bound, hereby agree as follows:

- 1. The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
- 2. The terms, conditions and regulations of Section 8.02.10 of the Phosphate Mining Regulations are hereby incorporated by reference and made part of this Agreement.
- 3. MOSF agrees to abide by the terms and conditions of the Development Orders, Operating Permits and Mining and Reclamation Plans, as amended and as may be amended in the future, (collectively referred to as "Mining Approvals") for its Hillsborough County Mines, Big Four Mine and Hopewell Mine, and to perform such actions as are required by the Mining Approvals. Nothing contained herein shall be construed to prohibit MOSF from applying to the County for changes or other amendments to the Mining Approvals.
- 4. The Mining Approvals obligate MOSF to perform reclamation. The Phosphate Mining Regulations include provisions regarding the responsibility of MOSF to complete reclamation and to respond to injuries suffered by the County or any injured party, for damages resulting from the failure of any MOSF dam, spillway or other outlet structure. MOSF hereby agrees to perform all reclamation and construction activities required under the Mining Approvals, and to be responsible for any damages suffered by the County or any injured party resulting from the failure of any dam, spillway or other outlet structure.
- 5. While the actual damages which might be sustained by the County as a result of MOSF's failure to abide by the terms of this Agreement may be difficult to ascertain, the parties shall attempt to ascertain such actual damages in-lieu-of payment of liquidated damages. If actual damages can be ascertained, MOSF agrees to pay any part of such actual damages as can be established with reasonable certainty, up to the total amount of the financial responsibility pledged hereby, \$144,582,051.

- 6. If actual damages cannot be established with reasonable certainty, then the liquidated damages are to be assessed, provided that the amount of liquidated damages shall not be excessive with regard to the amount of estimated actual damages suffered by the County. Liquidated damages for the failure of MOSF to perform reclamation in accordance with the terms of this Agreement shall be:
 - (a) \$6,824 for each mined acre not reclaimed through the initial planting of permanent native and/or agricultural vegetation as required by the Mining Approvals;
 - (b) \$341 for each mined acre within the first year after initial planting of permanent native and/or agricultural vegetation;
 - (c) \$6,824 for each acre of wetland mitigation specifically required by a mitigation agreement between MOSF and the EPC but not yet released by the EPC; and
 - (d) \$6,824 for each acre of land estimated to be mined during the 2022-2023 Mining Year.

Liquidated damages for the failure of any dam, spillway or other outlet structure shall be \$1,000 for each acre-foot of storage released from the specific structure, or settling or thickening pond where the failure occurred. MOSF hereby agrees to pay, if necessary, and the County hereby agrees to accept, such sum as liquidated damages.

- 7. For mining operation year 2022-2023, MOSF's total financial responsibility shall not exceed \$144,582,051, which represents MOSF's financial responsibility for the following (the following numbers are for the sum of the Hillsborough County Mines, Big Four Mine and Hopewell Mine):
 - (a) 13,210.6 acres mined and not reclaimed through the initial planting of permanent native and/or agricultural vegetation at \$6,824 per acre = \$90,149,134;
 - (b) 66.0 acres in first year of establishment after the initial planting of permanent native and/or agricultural vegetation at \$341 per acre = \$22,506;
 - (c) 1,489.5 acres of EPC wetland mitigation that has been constructed but not yet released at \$6,354 per acre = \$10,164,348;
 - (d) 43,000 acre-feet of above grade storage capacity for the largest active clay settling area at \$1,000 per acre-foot = \$43,000,000; and
 - (e) 182.6 acres of land estimated to be mined during the 2022-2023 Mining Year at \$6,824 per acre = \$1,246,062.

- 8. MOSF has provided sufficient evidence of financial responsibility for each amount listed in paragraphs 7(a) through (e), above, as follows:
 - (a) MOSF has posted as Reclamation Surety Bond payable to Hillsborough County in the amount of \$91,417,703 toward satisfaction of its financial responsibility for the amount listed in paragraphs 7(a), (b), and (e). A copy of the Reclamation Surety Bond is attached hereto as Exhibit "A" and incorporated herein by reference;
 - (b) MC has issued a Corporate Guarantee to Hillsborough County in the amount of \$10,164,348 in satisfaction of the amount listed in paragraph 7(c). The Corporate Guarantee shall become effective and the prior year's Corporate Guarantee shall become null and void upon (i) execution of the MC 2022-2023 Corporate Guarantee by the County and (ii) surrender of the prior Corporate Guarantee from the County to MC. A copy of the current Corporate Guarantee is attached hereto as Exhibit "B" and incorporated herein by reference; and
 - (c) MOSF has purchased Environmental Insurance in the amount of \$43,000,000 as satisfaction of the financial responsibility listed in paragraph 7(d), above. A copy of the Environmental Insurance Policy is on file with the County and MOSF's Certificate of Insurance is attached hereto as Exhibit "C" and incorporated herein by reference.
 - 9. Each reporting year, after approval and acceptance by the County of MOSF's most recent Annual Reports for the Hillsborough County Mines, the Big Four Mine, and the Hopewell Mine, this Agreement shall be amended if necessary, to reflect the revised amount of financial responsibility for the following operating year, which amount shall be calculated pursuant to the terms of the Phosphate Mining Regulations.
 - 10. MOSF will cooperate with the County to the extent allowed by law to assure the County's preferred creditor status with respect to the obligations described in this Agreement.
 - 11. This Agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. Hillsborough County, Florida, shall be proper venue for any litigation involving this Agreement.
 - 12. If any article, section, clause or provision of this Agreement is deemed or held invalid by any Court of competent jurisdiction, for any reason or cause, it shall not affect or invalidate the remainder of this Agreement nor any other provision hereof.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

ATTEST:	MOSAIC FERTILIZER, LLC,
By: Name: Ok Azie Title: Vice President and Treasurer	By:
STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged b	before me by means of \square physical presence or \square online
notarization thisday of and Chief Financial Officer of Mosaic Fertilizer State of Florida, on behalf of the corporation.	, 2022, by Clint C. Freeland, Senior Vice President r, LLC, a corporation authorized to conduct business in the
	Signature of Notary
	Print or type Commissioned Name of Notary Public
Personally Known OR Produced Identification (Type of Identification Produced:	
ATTEST: Cindy Stuart, Clerk of the Circuit Court	Hillsborough County Board of County Commissioners
By: Deputy Clerk	By:Chairman
Approved by County Attorney as to form and legal sufficiency	Date:
By: Assistant County Attorney	

CERTIFICATE OF INCUMBENCY

The undersigned Mark J. Isaacson, the duly elected and acting Corporate Secretary of Mosaic Fertilizer, LLC., a Delaware limited liability company (the "Company"), hereby certifies on behalf of the Company that the following person is a duly elected officer of the Company holding the office set forth opposite his name, and that the signature opposite the name and title of such officer is genuine and said officer has authority to execute the Financial Responsibility Agreement on behalf of said Company.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Clint C. Freeland	Senior Vice	
	President and	
	Chief Financial	
	Officer	

IN WITNESS WHEREOF, I have hereto day of, 2022.	set my hand and the seal of said Company this
	By: Mark J. Isaacson Senior Vice President, General Counsel and Corporate Secretary
STATE OF MINNESOTA)) ss. COUNTY OF HENNEPIN)	
Subscribed and sworn to before me this _	day of, 2022 Notary Public

386549

ATTACHMENT 2

Exhibit "A" – Reclamation Surety Bond Supporting Documentation (Bond to be provided upon Board approval)

Exhibit "B" – Corporate Guarantee

Exhibit "C" – Environmental Insurance Policy Certificate of Insurance

EXHIBIT A

Reclamation Surety Bond Supporting Documentation (Updated 2022-23 Bond to be Provided Upon Board Approval)

To be attached to and form part of:

Bond Number

400KA3490

dated

September 24, 2001

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of

\$83.328.755.20

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY. FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$83,328,755.20

TO:

\$83,689,546.20

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 10th day of December, 2021.

Signed, Sealed & Dated this 10th day of December, 2021.

MOSAIC FERTILIZER, LLC

(Principal)

Rv.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

Bv:

Roger Paraison, Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Roger Paraison CHICAGO Illinois , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this





Kevin E. Hughes, Assistant Secretary

To be attached to and form part of:

Bond Number

400KA3490

dated

September 24, 2001

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of

\$81,407,384.60

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM: \$81,407,384.60

TO: \$83,328,755.20

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 9th day of February, 2021.

Signed, Sealed & Dated this 31st day of March, 2021.

MOSAIC FERTILIZER, LLC

(Principal)

By:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

Bv.

Sandra M. Winsted, Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra M. Winsted of Chicago

Illinois their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Secretary, and Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this



9





Kevin E. Hughes, Assistant Secretary

To be attached to and form part of:

Bond Number

400KA3490

dated

September 24, 2001

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of

\$88,516,713.50

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$88,516,713.50

TO:

\$81,407,384.60

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 9th day of June, 2020.

Signed, Sealed & Dated this 10th day of June, 2020.

MOSAIC FERTILIZER, LLC

(Principal)

Rv.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

By:

Sandra M. Winsted, Attorney-in-Fac-



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra M. Winsted of Chicago

Illinois , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hertford sa.

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal

My Commission expires the 30th day of June, 2021



Marie C. Tetreaut, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointse and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Second Vice President, any Second Vice President, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Secretary, any Assistant Secretary, and the seat of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile alongture and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

مدح

Dated this

day of

Kevin E. Hughes, Assistant Secretary

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

on behalf of

MOSAIC FERTILIZER, LLC

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$56,910,224.60

TO:

\$88,516,713.50

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 31st day of July, 2018.

Signed, Sealed & Dated this 12th day of March, 2019.

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Sa	ndra M. W	insted	, Attorn	ey-in-Fa	ct		
/							

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF KANE

On this 12th day of March, 2019 before me, K. Hannigan, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the Mate of Illinois

County of Kane





Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies to the Companies of Chicago

illinois , their true and iswful Attorney-In-Fact to sign, execute, seel and acknowledge any and all bonds, recognizations, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persone, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

MY WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seets to be hereto attitude, this 3rd day of February. 2017.







State of Connecticut

City of Hartford as.

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



marie c sitheaut Marie C. Tetresuit, Notary Public

Robert L. Rangy, Selfior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and sest with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizence, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (e) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facelinitie to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing auch facelmike signature or facelmike seat shall be valid and binding upon the Company and any such power so executed and certified by such facelmike signature and facelimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paut Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companias, which remains in full force and effect.

rah

To be attached to and form part of:

Bond Number

400KA3490

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

on behalf of

MOSAIC PHOSHATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$55,196,947.00

TO:

\$56,910,224.60

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 31st day of July, 2017.

Signed, Scaled & Dated this 31st day of July, 2017.

MOSAIC FERTILIZER, LLC

(Principal)

D.,,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

Sandra M. Winsted

d

Attorney-in-Fac

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 31st day of July, 2017 before me, Debra J. Doyle, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
DIEBRA J. DOYLE
NOTARY PUBLIC, STATE OF RLINOIS
MY COMMISSION EXPIRES
FEBRUARY 21, 2018



POWER OF ATTORNEY

Farmington Camelty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Lasurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Pact No.

230983

Certificate No. 007209492

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidality and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Christins L. Sandoval, Linh Eck, and Jessica B. Dempsey

of the City of <u>Chicago</u> each in their separate capacity if other writings obligatory in the r contracts and executing or guarar	ature thereof on behalf of	the Companies in their I	business of guaranteoing	the fidelity of pen	sons, guaranteeing	Attorney(s)-in-Fact, al undertakings and the performance of
IN WITNESS WHEREOF, the day ofApril	Companies have caused th	us instrument to be signer	d and their corporate sea	ls to be hereto sffix	ed, this	27th
		immrance Company Insurance Underwriten de Insurance Company	Trav	and Mercury Insur- elers Casualty and elers Casualty and ed States Fidelity s	Surety Company Burety Company	of America
	1951	(SEAL				
State of Connecticut City of Hastford 88.			By:	Robert L. Ransy,	Senior Vice Presiden	1
On this the 27th be the Senior Vice President of Fe Fire and Marine Insurance Comp Casualty and Surety Company of	emington Casualty Compe	my, Fidelity and Guarant urance Company, St. Paul	Mercury Insurance Cor	idelity and Guaranty npany, Travolers Co	y Insurance Underv squalty and Surety	vriters, Inc., St. Paul Company, Travelers

In Witness Whereof, I hereunto set my hand and official seal My Commission expires the 30th day of June, 2021.



instrument for the purposes therein contained by algning on behalf of the corporations by himself as a duly authorized officer.

Marie C. Tetreault

58440-5-18 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Pire and Marine Insurance Company, St. Paul Guaranty Insurance Company, St. Paul Guaranty Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Paot and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and scaled with the Company's scal by a Secretary or Assistant Secretary; or (b) duly executed (under scal, if required) by one or more Attorneys-in-Pact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Pact for purposes only of executing and attorning bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facairmile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile algorithm and facairmile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

day of

20 /

Kevin B. Hughes, Assistant Secretary



















To verify the suthenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelexsbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

on behalf of

MOSAIC PHOSITATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$53,856,798.00

TO:

\$55,196,947.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 20th day of December, 2016.

Signed, Sealed & Dated this 20th day of December, 2016.

MOSAIC FERTILIZER, LLC

(Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

Sandra M. Winsted, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 20rd day of December, 2016, before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
JAMES R OLEARY
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY
MY COMMISSION EXPIRES 10/08/2020

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Counsity Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Marie C. Tetrosult, Notacy Public

Attorney-In Fact No.

230983

Certificate No.006975312

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Christina L. Sandoval, Linh Eck, and Jessica B. Dempsey

of the City of Chicago , State of Illinois , their true and lawful Attorney(s)-in-Pact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.						
IN WITNESS WHEREOF, the C day of September	Companies have caused this in	pstrument to be signed and	their corporate seal	s to be hereto still	ned, this	15th
	Farmington County Com Fidelity and Guaranty Inse Fidelity and Guaranty Inse St. Paul Fire and Marine In St. Paul Guardian Insuran	urance Company urance Underwriters, In- matrance Company	Trave	ders Casualty an	irance Company d Surety Compan d Surety Compan and Guaranty Co	y of America
(11)	1061	NE ALL	(SEAL)			
State of Connecticut City of Hartford ss.			Ву:	Robert L. Ranny	Affect Vice Presiden	ন্ত্ৰ
On this the 15th day of September 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Parmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Mescury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.						
In Witness Whereof, I hereunto a	ot my hand and official scal.	S O TETA		Man	u c. J	itreoult

58440-5-16 Printed in U.S.A.

My Commission expires the 30th day of June, 2021.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is greated under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Pidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercary Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her cardificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and my of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indomnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Rescutive Vice President, any Sentor Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attornoys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facaimile in any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and stiesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate hearing such facaintile aiguature or facaintile seal shall be valid and binding upon the Company and any such power so executed and certified by such facaimile signature and facaimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Parmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Cassalty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have herounto set my hand and affixed the seals of said Companies this 20th day of December . 2016



















To verify the authenticity of this Power of Atturney, call 1-800-421-3180 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the shove-named individuals and the details of the bond to which the power is attached.

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

in the amount of

\$53,904,000.00

on behalf of

MOSAIC PHOSHATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Bond amount shall be amended:

FROM:

\$54,459,917.00

TO:

\$53,856,798.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 11th day of February, 2016.

Signed, Sealed & Dated this 11th day of February, 2016.

MOSAIC FERTILIZER, LLC (Principal)

(1 morpus)

Bv:

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(Surety

By: Wineted Attorney in Foo

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 11th day of February, 2016 before me, Judy A. Andersen, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL JUDY A ANDERSEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 05/19/2019 WARRING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Imurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

229424

Certificate No. 006383485

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Uniconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle. Diane M. O'Leary, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Melissa L. Fortier, and Christina L. Sandoval

Chicago Chicago State of Illinois , their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.						
IN WITNESS WHEREOF, the Companies has day of	we caused this instrument to be signed and	I their corporate seals to be hereto affin	exed, this			
Fidelity and Fidelity and St. Paul Fir	Camalty Company Guaranty Insurance Company Guaranty Insurance Underwriters, in e and Marine Insurance Company ardian Insurance Company					
1000	Brate	EXAT COM				
State of Connecticut City of Hartford ss.		By:Robert L. Resery	, Senier Vice President			
On this the day of	uaity Company, Pidelity and Guaranty Ina wardian Insurance Company, St. Paul Me United States Fidelity and Guaranty Con	urance Company, Pidelity and Cuarant scury Insurance Company, Travelers C apany, and that he, as such, being auth	Canualty and Surety Company, Travolets			

In Witness Whereof, I hereunto set my hand and official scal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARRING THE POWER OF ATTORNEY IS INVALID WITHOUT THE RED HORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Pire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelors Casualty and Sursty Company, Travelers Casualty and Sursty Company of America, and United States Fidelity and Quaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal boads, recognizances, contracts of indomnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and say of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, my Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facalmile to any Power of Attorney or to any certificate relating thereto appulnting Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Pact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facaimile signature or facaimile scal shall be valid and binding upon the Company and any such power so executed and certified by such factimile signature and factimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached,

I. Kevin B. Hughes, the undersigned, Assistant Socretary, of Farmington Casualty Company, Pidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Canualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby cartify that the above and foregoing is a true and correct copy of the Power of Amorney executed by said Companies, which is in full force and effect and has not been revoked.



















To verify the authenticky of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-Is-Pact number, the above-named individuals and the details of the bond to which the power is attached.

To be attached to and form part of:

Bond Number

400KA3490

dated

9/24/1999

issued by the

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

in the amount of

\$53,904,000.00

on behalf of

MOSAIC PHOSHATES COMPANY

(Principal)

and in favor of

HILLSBOROUGH COUNTY, FLORIDA

(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond amount shall be amended:

FROM:

\$53,904,000.00

TO:

\$54,459,917.00

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 24th day of September, 2014.

Signed, Sealed & Dated this 28th day of October, 2014.

MOSAIC FERTILIZER, LLC

By:

(Principal)

ST DALIL DIDE AND MADING INSURANCE COMPANY

(Sumatu)

Sandra M. Winsted

Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 28th day of October, 2014 before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
JAMES R O LEARY
NOTARY PUBLIO - STATE OF ILLINOIS
MY COMMISSION EXPIRES
OCTOBER 9, 2016

WARDING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BURDER POWER OF ATTORNEY

TRAVELERS

Parentington Consulty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelors Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

227874

Curtificate No. 006013068

KNOW ALL, MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelors Casualty and Surety Company, Travelors Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation daily organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the Sixte of Wisconsin (herein collectively called the "Cumpanies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O' Susan A. Welsh, and Meliss		ut, Jennifer L. Jakaitis, J	udith A. Lucky-E	itimov, Sandra M	. Winsted, Sand	ira M. Nowak,
of the City of Chicago each in their asparate capacity if m other writings obligatory in the m contracts and concutting or guarant	sture thereof on behalf of the	Companies in their busine	cknowledge any and as of guaranteeing t	d all bonds, recogni the fidelity of penc	zances, condition as, guaranteeing	Attorney(a)-in-Fact, a) undertakings and the performance of
IN WITNESS WHEREOF, the C	Companies have caused this is 2014	astrument to be algood and	their corporate seals	to be hereto affixed	1, this	6th
	Farmington Casualty Com Fidelity and Guaranty Inst Fidelity and Guaranty Inst St. Paul Fire and Marine I St. Paul Guardina Insuran	Brance Company Branco Underwritors, Inc. Insurance Company	Travel Travel	ul Mercury Ituura iera Casnelty and i iera Casnelty and i I States Fidelity as	Surety Company Surety Company	of America
1977	1961	GEAL)				(6)
State of Connecticut City of Hartford ss.			Ву:	Robert L. Raney, S	enin Vice Presiden	
On this the 6th 6 do be the Senior Vice President of Far Fire and Marine Insurance Compa Carualty and Surety Company of instrument for the purposes therein	my, St. Paul Guardian Insuran America, and United States F	Pidelity and Guaranty Insu see Company, St. Paul Meet Idelity and Guaranty Comp	sury Insurance Compounts, and that he, as	elity and Guaranty pany, Travelors Cas such, being author	Insurance Underwoodly and Surety	riters, Inc., St. Paul Company, Travelers
		, and the same of				

In Witness Whereof, I hereunto set my hand end official scal. My Commission expires the 30th day of June, 2016.



58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Sonior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Pact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may preacribe to sign with the Company's name and seal with the Company's scal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or ber; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Brecutive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and doly attested and scaled with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Pact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Sonior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kovin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Morcory Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the scale of eaid Companies this



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelershond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RECLAMATION SURETY BOND

BOND NO. 400KA3490

KNOW ALL MEN BY THESE PRESENTS:

That IMC PHOSPHATES COMPANY, a Delaware General Partnership authorized to conduct business in the State of Florida, as principal ("IMC"); and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota and licensed to do business in Florida, whose address is 385 Washington St., St. Paul, MN 55102, as surety, are held and firmly bound unto HILLSBOROUGH COUNTY, FLORIDA, as obligee, in the sum of FIFTY THREE MILLION NINE HUNDRED FOUR THOUSAND AND NO/100, (\$53,904,000.00) well and truly to be made the said principal and surety, their respective successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, on March 23, 1995, Hillsborough County, relying upon Section 8.02.00 of the Hillsborough County Land Development Code (hereinafter referred to as the "phosphate mining regulations"), approved Resolution 95-062 granting approval for IMC's Development Order, Operating Permit and Master Mining and Reclamation Plan (hereinafter referred to as the "Hillsborough County Mines Approvals") for the Hillsborough County Mines, copies of which, as amended, are on file with the County and are incorporated herein by reference; and.

WHEREAS, on June 23, 1982, Hillsborough County approved Resolution 82-1 (Document 82-555) approving the Operating Permit and Master Mining and Reclamation Plan (hereinafter referred to as the "Hopewell Mine Approvals") for the Hopewell Mine and issued same to the Hopewell Land Corporation. In 1989, Hillsborough County approved the transfer of the Hopewell Mine and the Hopewell Mine Operating Permit to IMC. Copies of the Hopewell Mine Approvals, as amended, are on file with Hillsborough County and are incorporated herein by reference; and,

WHEREAS, on March 29, 1976, Hillsborough County approved Development Order Resolution No. 75-13-DRI, Mine Operating Permit No. 75-MINE-3, and Rezoning Petition 75-189 for the Big Four Mine Development of Regional Impact (DRI)(hereinafter referred to as the Big Four Mine Approvals) and issued same to the Smith-Douglass Division of Borden Chemical, Borden, Inc., copies of which, as amended, are on file with Hillsborough County and are incorporated by reference; and,

The acceptance of this bond, and the reliance upon it by the obligee, hereby supersedes and exonerates all liability under the prior Bond No. 400KA 3490 filed by as principal.

Page 1 of 5

WHEREAS, the Big Four Mine was subsequently transferred to the AMAX Chemical Corporation and thereafter to the Mobil Oil Corporation (hereinafter referred to as "Mobil"); and

WHEREAS, on October 8, 1996, Hillsborough County approved Resolution No. 96-256 which, among other things, approved and recognized IMC as the owner and developer of the Big Four Mine, but required Mobil to maintain its financial responsibility for the Big Four Mine until the Mine Operating Permit for the Big Four Mine is transferred to IMC, at which time IMC would be required to provide financial responsibility for the Big Four Mine. A copy of Resolution No. 96-256 is on file with Hillsborough County and is incorporated by reference; and,

WHEREAS, Section 8.02.10 of the Hillsborough County Land Development Code requires that evidence of financial responsibility in the amounts specified in Section 8.02.10 be provided for acreage to be mined or otherwise disturbed; and.

WHEREAS, mining has been authorized at the Hillsborough County Mines, Big Four Mine and at Hopewell Mine by Hillsborough County; and

WHEREAS, this Reclamation Surety Bond ("Bond") Is posted as security for both uncompleted reclamation at mined sites within the Hillsborough County Mines, Big Four Mine and at Hopewell Mine, as well as for acreage to be mined or otherwise disturbed within the term of the Operating Permits; and

WHEREAS, Section 8.02.10 of the Hillsborough County Land Development Code (phosphate mining regulations) establishes the manner in which the bond is calculated; and,

WHEREAS, Section 8.02.10 requires that evidence of financial responsibility be equal to the reclamation costs of each acre of land to be disturbed during the ensuing year and all land previously disturbed by mining activities for which reclamation compliance has not been completed as defined in section 8.02.10.C.1; and,

WHEREAS, said determination has been approved by Hillsborough County; and,

WHEREAS, this bond cannot be cancelled with less than ninety (90) days written notice to the Board of County Commissioners of Hillsborough County. Upon receiving such notice, the Board of County Commissioners of Hillsborough County, at its option, may make claim against this bond an amount equal to 110% of the estimated cost of completing reclamation of all disturbed acreage up to the full value of the bond, unless a replacement reclamation surety bond satisfactory to Hillsborough County is provided to Hillsborough County. The term of this bond shall not expire until the reclamation is completed on all mined acreage during the life of the Operating Permit or any extension thereof; or upon

receipt of a replacement reclamation surety bond acceptable to Hillsborough County has been provided to Hillsborough County, at which time all past, present, and potential liability of the surety under this bond is released.

NOW, THEREFORE, this obligation shall remain in full force and effect until the principal fulfills all of the undertakings, terms and conditions of the Operating Permits, as may be amended from time to time without notice to the surety. This obligation shall be void upon the fulfillment of the undertakings, terms and conditions of the Operating Permits. In the event reclamation is not completed within the time specified in the Operating Permits or If Hillsborough County receives notice that this bond is being cancelled prior to completion of such reclamation. Hillsborough County shall be entitled to make claim on this Reclamation Surety Bond unless a replacement reclamation surety bond as specified above has been received within 60 days of notice of bond cancellation. Any notice of claim shall be sent to St. Paul Surety, 5801 Smith Avenue, Baltimore, Maryland 21209, Attn: Surety Claim. Payment by the surety shall be made to Hillsborough County within thirty (30) days of notification to surety by certified mail certified check drawn on behalf of the Board of County Commissioners at 601 East Kennedy Boulevard, 2nd Floor, Tampa, FL 33602. It is agreed and understood; however, that the liability of the surety under this bond shall in no way exceed the amount of this bond regardless of the number of years it may remain in force or be renewed.

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WITNESS	IMC PHOSPHATES COMPANY
BY: mars 90 Us	BY: M Guelh
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CORPORATE/PARTNERSHIP ACKNOWLE	DOMENT: "Disc. Prosphiles " Company "
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged or agent) / CE (2500, by ROSSIV) (title) of (name of corporation acknowledging), a Deincorporation) corporation, on behalf of the climown to me or has produced AA identification) as identification and did (did not identification).	TANAME (state/place of orporation. He/she is personally (type of
//// Blgr	ARSHAT. VAUGHN
Neg	(typed, printed or stamped) TARY RUBLIC

IN WITNESS WHEREOF, the above-bounded parties have caused this instrument

WITHERS

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

ev. Gunutti Anvagl

SUSAN A. WELSH, ATTY-IN-FACT

(Attach witten suthorization to execute on behalf of Surety)

ACKNOWLEDGMENT:

STATE OF ILLINOIS COUNTY OF COOK

The foregoing instrument was acknowledged before me this 1st day of June. 2001, by Susan A. Weich at Attorney-In-Fact of St. Paut Fire and Marine Instirance Company (Surety). He/she is personally known to me.

Signature

Kathleen J. Melles Name (typed, pfinted or stamped)

Notary

Approved as to form and legal sufficiency.

"OFFICIAL SEAL"
KATHLEEN J. MALES
HOTALY PUBLIC STATE OF ELLHOR
MY COMMISSION BOTHE 7/8/2001

The St Paul

POWER OF ATTORNEY

Sesboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No.

22339

Certificate No.

789353

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Misconsin (herein collectively colled the "Companies"), and that the Companies do hereby make, constitute and appoint

James A. Cuthbertson, Christine Marotta, Susan A. Welsh, Susan J. Preiksa, Mary C. O'Leary, Sandra Martinez, Kathleen J. Mailes, Linda Iser and Karen Daniel

1	Chicago	Illinois	
of the City of		, Siste	their true and lawful Attorney(s)-in-Fact,
each in their separate capacit contracts and other written i	ly if more than one is named nstruments in the nature the	above, to sign its name as surety to reof on behalf of the Companies in	o, and to execute, seal and acknowledge any and all bonds, undertakings, a their business of guaranteeing the fidelity of persons, guaranteeing the permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF,	the Companies have caused	this instrument to be signed and se	aled this 8th day of January 2001
State of Maryland City of Baltimore	Seabeard Surety Comp St. Paul Fire and Mari St. Paul Guardian Isst St. Paul Mercury Insui	ne Insurance Company	United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. JOHN R PHINNEY, Vice President THOMAS E. HUIBREGTSE, Assistant Socretary
Thomas E. Hulbregise, who i Marine Insurance Company, i Guaranty Insurance Company	acknowledged themselves to St. Paul Guardian Insurance y, and Fidelity and Gueranty y, as such, being authorized	be the Vice President and Assistar Company, St. Paul Mercury Insura Insurance Underwriters, Inc.; and t	e me, the undersigned officer, personally appeared John F. Phinney and at Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and are Company, United States Hidelity and Guaranty Company, Fidelity and that the seeds affixed to the foregoing instrument are the corporate seals of astrument for the purposes therein contained by signing the names of the

In Witness Whereof, I hereunto set my hand and official scal.

My Commission expires the 13th day of July, 2002.



Bebeera Kasley. Omokala

REBECCA BASLEY-ONOKALA, Notary Public

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St. Paul Fire and Marine Insurance Company

License No. N/A

RIDER

· To be attached to and there part of Bond No. 494K	13490.
laund on behalf of JACC Photphales Company as Obligue.	Principal, and in favor of Caunty of Efficience and Florida
It is agreed that:	RECEIVED
[2] 1. The Surety bareby given his consent to share from: IMC Phosphates Company. to: Meanle Phosphates Company.	
2. The Servicy bareby gives its consent to obs	nga tin <u>Address</u>
from:	
3. The Servety hereby gives its consent to chi	agrific
from: ter	
4. This rider shall become effective as of Man	ch 21, 2005:
PROVIDED, however, that the liability of the Sun sumulative.	ty under the attached bond so changed by this Rider thall not be
Signad, sealed and duied March 31, 2015.	•
۶.	Bt. Paul Fire and Marine Immunace Company By: Brill Jensedis Attorny-in-Epri
Accepted: Obliges	or Hosaic Phosphires Company Principal
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RIDER

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ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 16th day of September, 2005, before me, Kimberly Brang, a Notary Public, within and for said County and State, personally appeared Suran A. Weigh to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

The StPaul

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Mothe Reservant Company
St. Paul Guardian Inversed Company
St. Paul Materity Retirdece Company

United States Fidelity and Generally Company Fidelity and Georgety Insurante Company Fidelity and Gueranty Insurance Underwritery, Inc.

Photos of Allestray No.

23548

Certificate No. 1504952

20400/ ALL MEN BY THESE PRESENTS: The Serboard Survey Conquent is a corporation dely organized under the laws of the State of New York, and that Serboard Survey Conquent is a corporation dely organized under the laws of the State of New York, and that United Busses Printing and Conquenty and Research and the State of Missionary, and that United Busses Printing and Conquenty in a corporation dely organized under the laws of the State of Missionary Institutes Company to a corporation dely organized under the laws of the State of Missionary Institutes Company to a corporation dely organized under the laws of the State of Missionary Institutes and Company the State of Missionary Institutes and the Tonquenty Tong the Institute Companies dely state.

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James A. Carliborrico, Susan A. Welch, Sman J. Prelkm, Sandra Maninez, Kathleen J. Meliez, Linda Iser, Karen Daniel, Robert E. Duncan, Patriola Thormond, Goofficy B. Heelda, Dabomb Halper, Marcia K. Canafiky, Daniel R. Smith, and Joellen M. Mondeza

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In Witness Whereof, I have My Completion expires the	imm net my band and official seek. I let day of John 3806.		General Lasley Brokela Hebecca Basleyonokara Homo Podic

This Power of American is gramed under and by the midwiley of the following resolutions adopted by the Bounds of Directory of Sentence Survey Company, In. Part Fire and Market Francisco. Company, St. Part Charles Company, St. Part Morrory Interests Company, United States Midelity and Citarenty Company, and Othersty Anathonic Company, and Plantey and Comment Insurance Undepartures, Inc. on September 3, 1995, which resolutions are now in full three and others, tending as follows:

RESOLITED, that is consected with the fieldly and treety improve toutions of the Company, without, understrings, contract part other instruments soluting to mild bullness may be signed, excepted, and extracteding by persons or retailing appointed to American Solutions. Sold Provels of American had an include of the Company may and shall be accepted in the same and on behalf of the Company and shall be accepted in the same and on behalf of the Company and shall be accepted in the same and on behalf of the Company, other by the Chairman, or the President, or an American Vice President, faintly with the Servicey or an American Servicey, under their respective designations. The signature of each of the Servicey or an American shall be used of the Company may be added by Stabilite to may bear and the same bear and an advertising and examine bearing bears and an order writings additions out their same throat and antiques to any Service only of according an assessing bears and an advertising and assessing bears and an according an exist and an according to the same of American or cariffonts bearing such Section bearing and signature or destinate sets that he wild and binding upon the Company with respect to my bond or understring to which it to wild the Section of conflict by sect Section 18 signature and startistic and binding upon the Company with respect to my bond or understring to which it to wild the Section of conflict of the section of the contribution of the section of the sectio

ECROLVED FUNCTION, das Anarroys/do-Fact shall have the power and underly, and, in any case, subject to the veryor and limitations of the lower of Ararpay haved done, to excess and deliver on behalf of the Company and to smach the soal of the Company to any and all hands and undersahings, and other verificing in the measure shorest, and only such increases the company of the Company.

L Thomas E. Multivegue, Auctional Secretary of Subport Survey Company, St. Paul Maries Resigney. St. Paul Maries Company. St. Paul Maries Company. St. Paul Maries Company. St. Paul Maries Paletty and Guerrary Insurance Company, to Practice and Guerrary Insurance Company, and Fractice and Guerrary Insurance Company, and Company, to Company, Insurance Company, and Company, and Green Company. In the shows and divergelag in a size and agreed anyl of the Power of Amounty accepted by and Companyer, which to in Sall Street and office, and has not been revoked.

DITESTEDIONY WHEREOF I Brown out my band ste 16th ag of Septhember , 2005











Tomas E. Newbugh

To varify the authorizing of this Force of Assertal, and I-100-121-3250 and oth for the Force of Assertany charte. Please refer to the Porce of Assertany muchous the above-named individuals and the dealts of the Soud to which the proof is structed.



ST. PAUL FIRE AND MARINE INSURANCE COMPANY

License No. N/A

RIDER

To be attached to and form part of Bond No. 400KA3490.

Issued on behalf of MOSAIC PHOSPHATES COMPANY as Principal, and in favor of COUNTY OF HILLSBOROUGH, FLORIDA as Obligee.

TILLLE	BOROUGH, FLAMIDA as Congec.	
It is ag	reed that:	
1 .	The Surety hereby gives its consent to change	ge the <u>Name</u> :
	from: MOSAIC PHOSPHATES COMP to: MOSAIC FERTILIZER LLC	ANY
2.	The Surety hereby gives its consent to chan	ge the Address
	from: to:	
3 .	The Surety hereby gives its consent to char	nge the
	from: to:	
4.	This rider shall become effective as of 03/16	5/06:
PROV.		y under the attached bond as changed by this Rider shall not be
Signed	, scaled and dated <u>03/16/06</u>	
		By: Linda Iser, Attorney-in-Fact
Accept	oed: Obligee	or MOSAIC FERTILIZER LLC Principal
Ву: _		Ву:

S-4111.866

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 16th day of March, 2006, before me, Kimberly Bragg, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL KIMBERLY BRAGG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES AUG. 11, 2009

The ST Paul

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwritars, Inc.

24102

Power of Attorney No.

Certificate No. 1982458

KNOW ALL MEN BY THESE PRESENTS: That Scaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardien Insurance Company and St. Paul Marcury Insurance Company are corporations duly organized under the laws of the State of Minascota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a comporation duly organized under the taws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do bereby make, constitute and appoint

James A. Cuthbertson, Susan A. Welsh, Susan J. Preiksa, Sandra Martinez, Kathleen J. Mailes, Linda Iser, Karen Daniel, Robert E. Duncan, Patricia Thurmond, Geoffrey E. Heckin, Marcia K. Cesafsky, Daniel R. Smith, Joellen M. Mendoza and Patricia M. Doyle

contracts and other to	liten instruments in the s	îs named above, to sign its asture thereof on behalf of inteeing bonds and undertaki	he Companies in the	is business of guaranteel	, their true and lawful Attorns knowledge any and all bonds, t ag the fidelity of persons, guar ceedings allowed by law. November	ondertakings,
IN WITNESS WHEN	Scabcard Sur St. Paul Fire o St. Paul Guar	re caused this instrument for ety Company and Marine Inquisance Com- dian Insurance Company ary Insurance Company	Control and sected		and Guaranty Company	.1
State of Maryland City of Baltimore) (SEAL)		1977	1951	PETER W. CARMAN, LOMES E. HULBEROTSE, AND	yt-
Marine Ensurance Con Guaranty Insurance Co sold Companies; and I	, who acknowledged then pany, St. Paul Guardian I mosay, and Fidelity and	nsurance Company, St. Paul Guaranty Insurance Underwi uthorized so to du, executed	ient and Assistant Se Mercury Immunos C titem, Inc.; and that t	cretery, respectively, of S Company, United States F he scals affixed to the for	personally appeared Peter W. eaboard Surety Compuny, St. I idelity and Gearanty Compuny, egoing instrument are the corporate contained by signing the	Paul Fire and Fidelity and orate seals of
	I becounts set my hand an es the lat day of July, 200	(8)	AONAY PUBLIC SECTION		KELA BASLEY-ONOKALA, N	

This Power of Autorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surely insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affined by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(a) in Pact for purposes only of excouring and screeting bands and undertakings and other writings obligatory in the nature-thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facairally signature or facairalle seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fect shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the natura thereof, and any such instrument executed by such Attorney(s)-in-Pact shall be as blading upon the Company as if signed by an Executive Officer and scaled and amested to by the Secretary of the Company.

I, Thomas E. Hulbroguse, Assistant Secretary of Scaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereemin set my hand this WK March 2006











Thomas B. Hubush
Thomas

VERIFICATION CERTIFICATE FOR INDEPINITE TERM SURETY BOND

THIS IS TO CERTIFY that Bond No. 400KA3480		by ST. PAUL I	FIRE AND MARINE E COMPANY
, dated	6/1/2001	, in the amo	unt of
Fifty Three Million Nine Hundred Four Thousand and 00/H	g Dollars (\$51	204.000.00	_) on behalf of
MOSAIC FERTILIZER, LLC		(as	Principal) in
favor of HILLSBOROUGH COLINTY, FLORIDA			(as
Obligee), covers a term which began on	9/24/2013	, and ends	only with the
cancellation of said band or other legal term	nination there	of; and that	the said bond
remains in effect, subject to all its agreements.	conditions ar	d limitations.	
Signed, Sealed and Dated1-20-14	. <i>[]</i>		
	ST. PAUL FIRE	AND MARINE IN	SURANCE
	By: Sandra	M. Wirsted A	Hornoy In Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 20th day of January, 2014 before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Winsted to me personally known to be the Attorney-in-Fact of and for St. Paul Fire and Marine Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

Particular training of the following training tr

County of Cook

WARRING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERST

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Campany
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Mucine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercary Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Customy Company

Attorney-Is fact No.

227503

Certificate No. 005748970

KNOW ALL MEN BY THESE PRESENTS: That Farmington Company, 51. Paul Fire and Marine lasurance Company, 51. Paul Guardian Insurance Company, 52. Paul Mercury Insurance Company, Travelors Casualty and Surety Company of America, and United States Pidelity and Guaranty Company are corporations this organized under the laws of the State of Connecticut, that Pidelity and Quaranty Insurance Company is a corporation duly organized under the laws of the State of Connecticut, that Pidelity and Quaranty Insurance Company is a corporation duly organized under the laws of the State of Wasconaita thereis collectively called the "Companies"), and that the Companies do hereby reaks, constitute and appoint

Debra I. Doyle, Diane M. O'Leary, Genifrey B. Heekin, James B. McTaggart, Jennifer L. Jokairis, Judith A. Lucky-Ellimov, Richard A. Moore St., Sundra M. Winsted, Sandra M. Nownk, Susan A. Welsh, Melissa L. Fortier, and Derok Elston

of the City of Chicago each in their separate capacity if a other widings obligatory in the a contracts and executing or gosman		sign, execute, seel and s reparties in their busine	oknowledge sny a sa of guarantesing	ed all bonds, recou the fidelity of per	gnizances, condidor cons. guerenteeing	
IN WITNESS WHEREOF, the O	Companies have caused this faster	ment to be signed and i	psir cosbrugg seat	s to be berato affin	red, this	2nd
	Farmington Cansalty Compor Fidelity and Guaranty Insura Fidelity and Guaranty Insura St. Fant Fire and Marine Insu St. Paul Guardian Insurance (nce Company nce Underwriters, Inc. rance Company	Trave	ders Casualty an	ecance Company d Surety Cengun d Surety Compan and Guaranty Co	y of America
(197)	1951		STALL S			
Since of Connecticut City of Harrford to.			Ау	Roben L. Rang	Count Vice Freshoe	ala
On this the 2nd day of January 2014, before me personally appeared Robert L. Rosey, who acknowledged himself to the Senior Vice President of Fermingion Casualty Company, Fidelity and Couranty Instrumes Company, Pidelity and Couranty Instrumes Company, Pidelity and Couranty Instrumes Company, Travelers Casualty and Sorety Company of America, and United Stress Fidelity and Guaranty Company, and that be, as such, being surforized up to do, executed the foregoing assument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer						
		and the same of				

In Witness Whereof, I hereumo set my hand and official and My Commission expires the 30th day of June, 2016.



Marie C. Tetreault

50440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BURDER

WARNING: THIS POWER OF ATTORNEY IS WYALLO WITHOUT THE RED BORDER

This Power of Attorney is greated under and by the sethority of the following resolutions adopted by the Boards of Disectors of Fermington Causally Company, Fidelity and Quarenty Insurance Company, Fidelity and Quarenty Insurance Underwriters, Inc., St. Paul Pire and Mirries Insurance Company, St. Paul Quarding Insurance Company, St. Peel Mercury Insurance Company, Travelers Casualty and Streety Company, Travelers Casualty and Streety Company of America, and United States Fidelity and Guaranty Company, which resultations are now in full force and affect, reading as follows:

RESOLVED, that the Chalitmen, the President, any Vice Chaleman, any Resource Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, and Vice Pre President, the Treasurer, any Assistant Treasurer, the Corporate Societary or any Assistant Secretary may appoint Attorneys in-Fact and Agents to act for and on bohalf of the Company and may give such appointer such authority as his or her certificate of authority may prescribe to sign with the Company's against and seal with the Company's seal bonds, recognizance, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any three may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vico Chairman, any Executive Vico President, any Sonfor Vice President or any Vico President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that may bund, recognizance, contract of indomnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice Prosident, any Second Vice President, the Transacer, my Assistant Transacer, the Corporate Secretary or any Assistant Secretary and duly attended and seeled with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys in-Pact and Agents pursuant to the power prescribed in his or her certificate or thoir conditiones of authority or by one or more Company officers pursuant to a writing delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Sesion Vice President, any Vice President, any Assistant Vice Prasident, my Socretary, any Assistant Secretary, and the sent of the Company may be affixed by Resirable to any Power of Attorney or to any certificate rotating thereto appointing Resident Vice President Resident Secretaries or Attorneys-in-Fact for purprises only of executing and attenting bunds and undertellings and other writings obligatory in the nature thereof, and any such Power of Attenney or certificate bearing such factimile signature or factimile scal shall be valid and binding upon the Company and say such power to executed and certified by such factionile signature and factivate seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

1, Kevin E. Heghes, the undersigned, Assistant Secretary, of Parmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United Surer Fidelity and Guaranty Company do hearly certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Compenies, which is in full force and affect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the roals of said Companies this



















To varify the authenticity of dife Power of Attorney, call 1-800-421-3880 or contact as at www.travelersbond.com. Please refer to the Attorney-In-Foct number, the above-named individuals and the details of the bond to which the power is attached.



EXHIBIT B Corporate Guarantee

CORPORATE GUARANTEE

THIS Corporate Guarantee made and entered into this ____ day of ______, by The Mosaic Company d/b/a The Mosaic Company of Delaware, a Delaware corporation, hereinafter referred to as "MC", on behalf of Mosaic Fertilizer, LLC (f/k/a Mosaic Phosphates Company) hereinafter referred to as "MOSF", in favor of Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "the County".

WITNESSETH:

WHEREAS, MOSF is a Delaware limited liability company that is a wholly owned subsidiary of MC; and

WHEREAS, on March 23, 1995, the County, relying upon Section 8.02.00 of Article 8 of the Hillsborough County Land Development Code (hereinafter referred to as the "Phosphate Mining Regulations"), adopted Resolution 95-062 approving MOSF's Operating Permit and Master Mining and Reclamation Plan for the Hillsborough County Mines, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on June 23, 1982, the County adopted Resolution 82-1 (Document 82-555) approving the Operating Permit and Master Mining and Reclamation Plan for MOSF's Hopewell Mine, a copy of which, as amended, is on file with the County and is incorporated herein by reference; and

WHEREAS, on March 29, 1976, the County approved Development Order Resolution No. 75-13-DRI, Mine Operating Permit No. 75-MINE-3, including the Big Four Mine Mining and Reclamation Plan, and Rezoning Petition 75-189 for the big Four Mine, copies of which, as amended, are on file with the County and are incorporated herein by reference; and

WHEREAS, on October 8, 1996, the County adopted Resolution No. 96-256 which, among other things, approved and recognized MOSF as the owner and developer of the Big Four Mine, but maintained Mobil Oil Corporation's financial responsibility for the Big Four Mine until the Mine Operating Permit for the Big Four Mine was transferred to MOSF; and

WHEREAS, on May 22, 2001, the County adopted Resolution No. R01-104, which, among other things, transferred the Big Four Mine Operating Permit to MOSF; and

WHEREAS, on March 11, 2008, Hillsborough County Board of County Commissioners approved Resolution 08-047, which added approximately 1,540 acres to form the Hillsborough County Mines Addition Area -- DRI #263 (hereinafter "DRI #263 Addition Area Phase"); removed approximately 7,251.5 acres from the Lonesome and Four Corners Mine boundaries; added a mine infrastructure corridor, revising mining plans and incorporated clay settling area siting plans conceptually approved by the Environmental Protection Commission of Hillsborough County on April 26, 2005 and July 7, 2005, revised reclamation plans reflecting these changes as well as the reclamation already completed in the DRI #213 area; updated DRI #213 Development Order conditions already satisfied or no longer applicable; updated the approved methods for transporting

product between the mines and plants; and updated product shipment destination points and deletion of certain destination points and route segments; and

WHEREAS, on August 10, 2010, Hillsborough County Board of County Commissioners approved Resolution 10-113, which added approximately 75 acres through a Notice of Proposed Change ("NOPC") for the Hillsborough County Mines Development of Regional Impact DRI #263, previously owned by Kathy Surface (hereinafter referred to as the "Surface Parcel"), and

WHEREAS, on November 9, 2021 the County approved MOSF's Financial Responsibility for the period 2021-2022 for Hillsborough County Mines, Big Four Mine and Hopewell Mine; and

WHEREAS, mining has been authorized at the Hillsborough County Mines, Big Four Mine and at Hopewell Mine by the County; and

WHEREAS, the Phosphate Mining Regulations Section 8.02.02.B.6. requires MOSF to enter into a contract with the Board of County Commissioners guaranteeing the performance of MOSF's reclamation operations and the performance of MOSF's proposed settling or thickening pond dams, spillways or other outlet structures, and establishing liquidated damages to be paid the County in the event of any breach of said contract; and

WHEREAS, Section 8.02.10 of the Phosphate Mining Regulations requires the MOSF to provide the County with satisfactory evidence of financial responsibility; and

WHEREAS, the County has agreed that MOSF may satisfy a portion of its financial responsibility through provision of this Corporate Guarantee from MC; and

WHEREAS, MC agrees to provide such Corporate Guarantee to meet a portion of MOSF's financial responsibility requirements as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and the covenants, obligations, duties and benefits set forth herein, MC agrees as follows:

- 1. In consideration for the County's issuance to MOSF of authorization to proceed with mining operations pursuant to approved mining and reclamation plans, MC submits this Corporate Guarantee in the amounts set forth in section 3 below to satisfy a portion of MOSF's financial responsibility for its mining operations at the Hillsborough County Mines, Hopewell Mine, and Big Four Mine.
- 2. This Corporate Guarantee, not to exceed the amounts set forth in section 3 below, applies solely to the following obligations undertaken or incurred by MOSF under the approved Mining and Reclamation Plans for MOSF's Hillsborough County Mines, Hopewell Mine, and Big Four Mine, under the applicable County Phosphate Mining Regulations and under any written agreement between the County and MOSF regarding the matters listed below:
 - a) Costs and expenses to complete reclamation for any areas that MOSF is obligated to reclaim but does not reclaim under the approved Mining and Reclamation Plans; and

- b) Costs of cleanup of any pollutants released by failure of any settling or thickening pond, dam, spillway, or other outlet structure and for damages to public lands and waters caused thereby.
- 3. MC's obligations under this Corporate Guarantee shall be in an amount up to \$10,164,348. The amount shall be based upon the following calculation:
 - a) \$6,824 per acre at 1,489.5 acres of EPC wetland mitigation that has been constructed but not yet released = \$10,164,348.
- 4. This Corporate Guarantee is solely for the benefit of the County. There are no third-party beneficiaries of this Corporate Guarantee. The obligations of MC under this Corporate Guarantee may not be assigned without prior consent.
- 5. The remedies available to the County under this Corporate Guarantee are in addition to any other remedies available under local, state or federal law, regulation, or agreement. The promises made by MC shall not be interpreted to abrogate or limit any rights of MC or MOSF to assert available and appropriate defenses to the underlying obligations under applicable local, state or federal law, regulation, or agreement.
- 6. This Corporate Guarantee shall not be affected by the County's failure or delay to enforce any of its rights hereunder provided.
- 7. The obligations of MC under this Corporate Guarantee shall not be interpreted to abrogate or limit any rights of MC or MOSF to obtain subrogation or indemnity from any person, corporation or other entity. However, the exercise of any right of subrogation by MC shall not operate to delay or otherwise affect the enforcement of the County's right under this Corporate Guarantee.
- 8. This Corporate Guarantee shall become effective and the prior year's Corporate Guarantee shall become null and void upon (i) execution of the MC 2022-2023 Corporate Guarantee by the COUNTY and (ii) surrender of the prior Corporate Guarantee from the COUNTY to MC. Upon the submission and acceptance of MOSF's next Annual Report, a new Corporate Guarantee shall be submitted, if necessary, designating the amount computed for financial responsibility for the following operating year pursuant to the terms of the Phosphate Mining Regulations.
- 9. Amendments to this Corporate Guarantee can only occur in accordance with the terms of the Hillsborough County Land Development Code or by written agreement of the parties hereto.
- 10. This Agreement is made in the State of Florida and shall be governed by Florida Law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. Hillsborough County, Florida, shall be proper venue for any litigation involving this Agreement.

11. If any article, section, clause or provision of this Agreement is deemed or held invalid by any Court of competent jurisdiction, for any reason or cause, it shall not affect or invalidate the remainder of this Agreement nor any other provision hereof.	
This space intentionally left blank	

IN WITNESS WHEREOF, MC has caused this Corporate Guarantee to be executed and delivered as of the day and year first above written.

	The Mosaic Company, d/b/a The Mosaic Company of Delaware Address: 101 E. Kennedy Boulevard, Suite 2500 Tampa, FL, 33602
	By Name: Clint C. Freeland Title: Senior Vice President and Chief Financial Officer
ATTEST:	By Name: Ok Azie Title: Vice President and Treasurer
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
notarization thisday of Chief Financial Officer, and Ok Azie, Vice Presi authorized to conduct business in the State of Flor	·
	Signature of Notary
	Print or type Commissioned Name of Notary Public
Personally Known OR Produced Identification (a Type of Identification Produced:	
ATTEST: Cindy Stuart, Clerk of the Circuit Court	Hillsborough County Board of County Commissioners
By: Deputy Clerk	By:
Approved by County Attorney as to form and legal sufficiency	
By: Assistant County Attorney	

CERTIFICATE OF INCUMBENCY

The undersigned Mark J. Isaacson, the duly elected and acting Corporate Secretary of The Mosaic Company d/b/a The Mosaic Company of Delaware, a Delaware corporation (the "Company"), hereby certifies on behalf of the Company that the following person is a duly elected officer of the Company holding the office set forth opposite his name, and that the signature opposite the name and title of such officer is genuine and said officer has authority to execute the Financial Responsibility Agreement on behalf of said Company.

Name	<u>Title</u>	Signature
Clint C. Freeland	Senior Vice	
	President and	
	Chief Financial	
	Officer	
Ok Azie	Vice President and	
	Treasurer	

IN WITNESS WHEREOF, I have hereto s day of, 2022.	set my hand and the seal of said Company this
	By: Mark J. Isaacson Senior Vice President, General Counsel and Corporate Secretary
STATE OF MINNESOTA)) ss. COUNTY OF HENNEPIN)	
Subscribed and sworn to before me this	day of, 2022
	Notary Public

386549

EXHIBIT C

Environmental Insurance Policy Certificate of Insurance (Updated Certificate Liability Insurance To Be Provided Upon Renewal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGES CERT	TEICATE NIIMBED: W26547146	DEVICION NU	MDED.		
1 TOTAL ST. (2.7.2.2.7.1)		INSURER F:			
Suite 2500 Tampa, FL 33602		INSURER E:			
Attn: Mike Bishop, Director Risk Mgmt. 101 East Kennedy Blvd.,		INSURER D:			
		INSURER C: Everest Reinsurance Company	26921		
Mosaic Fertilizer LLC		INSURER B: Lexington Insurance Company			
INCLIDED		THE CONTROL WORKSHIP CONTROL OF THE	19437		
		INSURER A: Old Republic Insurance Compan	y 24147		
c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA INSURED Mosaic Fertilizer LLC Attn: Mike Bishop, Director Risk Mgmt. 101 East Kennedy Blvd.,		INSURER(S) AFFORDING COVERAGE			
P.O. Box 305191		E-MAIL ADDRESS: certificates@willis.com			
c/o 26 Century Blvd		PHONE (A.C., No, Ext): 1-877-945-7378	(A/C, No): 1-000-467-2376		
Willis Towers Watson Midwest, Inc.			FAX (A/C, No): 1-888-467-2378		
PRODUCER	I NAME: A CONTROL OF THE PROPERTY OF THE PROPE				
this certificate does not come rights to	the certificate florder in fled of st	acti effaoi sement(s).			

COVERAGES CERTIFICATE NUMBER: W26547146 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL S	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	★ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	(
A					\$250 AVEN AS A CASE (\$100 AS A	PARAMETER SANTON CANADA CONTROL	MED EXP (Any one person)	\$	C
				MWZY 308509 21	10/22/2021	10/22/2024	PERSONAL & ADVINJURY	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	6,000,000
	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					ì	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							560	\$	
В	X UMBRELLALIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
_	EXCESS LIAB CLAIMS-MADE			62785265	10/22/2022	10/22/2023	AGGREGATE	\$	10,000,000
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						× PER STATUTE OTH-		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE	NE NO N/A	(0	MWC 314150 22 10/22/2022	10/00/0000	10/00/0000	E.L. EACH ACCIDENT	\$	3,000,000
	(Mandatory in NH)	N/A			10/22/2023	E.L. DISEASE - EA EMPLOYEE	\$	3,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	3,000,000
C	Excess Liability			B080119782U22	10/22/2022	10/22/2023	See Attached		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hillsborough County, a political subdivision of the state of Florida is included as Additional Insureds as respect to General Liability Policy and to meet the requirement of section 8.02.02.D.6 of the Hillsborough County Land Development Code.

Umbrella/Excess Follows Form.

CERTIFICATE HOLDER	CANCELLATION		
Hillsborough County BOCC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
County of Hillsborough, State of Florida Planning & Growth Management Dept.	AUTHORIZED REPRESENTATIVE		
601 East Kennedy Boulevard, 19th Floor	Stall.		
Tampa, FL 33601	A J. Hov		

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BATCH: 2723943

NAMED INSURED: The Mosaic Company US CARRIER SCHEDULE EFFECTIVE 10/22/2022 to 10/22/2023						
Insurer	Policy Number	Layer	Capacity			
Excess Liability	1100					
Lexington Insurance Company (subsidiary of AIG Europe Ltd)	62785265	Primary \$10M	\$10,000,000			
Lloyd's (Everest Reinsurance Company)	B080119782U22	\$15M xs \$10M	\$15,000,000			
Lloyd's (Hiscox Excess Liability Consortium 9330, INIGO & AXAXL Insurance)	B080120924U22	\$25M xs \$25M	\$10,000,000			
Bermuda	See Attached Addi	tional Certificate	\$5,000,000			
Bermuda	See Attached Additional Certificate \$10,		\$10,000,000			
			\$50,000,000			

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy; or
- 2. The coverage and/or limits required by said contract or agreement.

GL 569 006 1013

Endorsement #2

This endorsement effective 12:01 a.m. 22nd October 2022

forms a part of policy No. 62785265

issued to The Mosaic Company

By: American International Group UK Limited

Commercial Umbrella Liability Policy with CrisisResponse®

Named Peril and Time Element Pollution Self-Insured Retention Endorsement (Products-Completed Operations Hazard Version)

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph Q. **Pollution** is deleted in its entirety and replaced by the following:

Pollution

This insurance does not apply to:

- 1. Any **Bodily Injury**, **Property Damage** or **Personal Injury** and **Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
- Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**: or
- 3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

However, Paragraph 1 of this exclusion will not apply to **Bodily Injury** or **Property Damage** arising out of:

- i. Any discharge, dispersal, seepage, migration, release or escape of Pollutants directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, riot or civil commotion, flood, earthquake, automatic sprinkler leakage, collision or upset of a railcar or an Auto or Mobile Equipment or aircraft; or
- ii. Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** and included within the **Products-Completed Operations Hazard** provided that **Your Product** or **Your Work** has not at any time been:
 - (a) discarded, dumped, abandoned, thrown away; or
 - (b) transported, handled, stored, treated, disposed of or processed as waste;

by anyone; or



- iii. Any discharge, dispersal, seepage, migration, release or escape of **Pollutants** that meets all of the following conditions:
 - (a) It was accidental and neither expected nor intended by the Insured. This condition would not serve to deny coverage for a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of Pollutants was a result of an attempt by the Insured to mitigate or avoid a situation where substantial third party Bodily Injury or Property Damage could occur;
 - (b) It was demonstrable as having commenced on a specific date during the **Policy Period**;
 - (c) Its commencement became known to the **Insured** within twenty (20) calendar days;
 - (d) Its commencement was reported in writing to us within eighty (80) calendar days of becoming known to any officer of the Insured; any manager in your risk management, insurance or legal department; any employee who was authorized by you to give or receive notice of an Occurrence, claim or Suit; or any Insured authorized or responsible to report the commencement; and
 - (e) Reasonable effort was expended by the **Insured** to terminate the discharge, dispersal, seepage, migration, release or escape of **Pollutants** as soon as conditions permitted; or
- iv. Bodily Injury sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

- Any site or location principally used by the Insured, or by others on the Insured's behalf, for the handling, storage, disposal, dumping, processing or treatment of waste material, <u>however</u>, for Bodily Injury or Property Damage arising out of subparagraph iii above, this provision i. will not apply to clay settling ponds, salt tailings, tailing ponds, or gyp stacks;
- ii. Any fines or penalties;
- iii. Any clean up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision iii will not apply to third party clean up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;
- iv. Acid rain or acid runoff; however, nothing in this Clause shall exclude coverage for liability arising out of the **Insured's** phosphate operations that meet the criteria of the clauses outlined in this Endorsement within the periods specified herein, including knowledge to the **Insured** within twenty (20) days and reported in writing within eighty (80) days;
- v. Clean-up, removal, containment, treatment, detoxification or neutralization of **Pollutants** situated on premises which the **Insured** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or

vi. Any **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury**, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** in knowing violation of or non compliance with governmental permits.

For the purpose of this endorsement only, the **SELF-INSURED RETENTION** in **ITEM 5.** of the **DECLARATIONS**, is amended to include the following additional provision:

US\$ 3,000,000 Each **Occurrence** (General Liability – USA and Canada) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This **Self-Insured Retention** will not be reduced by **Defense Expenses**.

US\$ 1,000,000 Each **Occurrence** (Foreign General Liability – excluding USA, Canada, Brazil and Peru) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This **Self-Insured Retention** will not be reduced by **Defense Expenses**.

US\$ 20,000,000 Each **Occurrence** (General Liability – Brazil) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This **Self-Insured Retention** will not be reduced by **Defense Expenses**.

US\$ 5,000,000 Each **Occurrence** (General Liability – Peru) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This **Self-Insured Retention** will not be reduced by **Defense Expenses**.

US\$ 100,000,000 Each **Occurrence** for 21-40 seats / US\$ 50,000,000 Each **Occurrence** for 20 seats or less (Aircraft Liability) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This **Self-Insured Retention** will not be reduced by **Defense Expenses**.

US\$ 110,000,000 Each **Occurrence** (Watercraft Liability) (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This **Self-Insured Retention** will not be reduced by **Defense Expenses**.

The above Self-Insured Retention applies whether or not there is any available Scheduled Underlying Insurance or Other Insurance. If there is Scheduled Underlying Insurance or Other Insurance applicable to a Loss, amounts received through such Scheduled Underlying Insurance or Other Insurance for payment of the Loss may be applied to reduce or exhaust the above Self-Insured Retention if such policies were purchased by the Named Insured to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such Scheduled Underlying Insurance or Other Insurance for the payment of Defense Expenses reduce the above Self-Insured Retention.

For the purpose of this endorsement only, **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

We will have no duty to defend any **Suit** against the **Insured** until the above **Self-Insured Retention** is exhausted by payment of **Loss**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this endorsement may apply. If we exercise this right, we will do so at our own expense.

For the purpose of this endorsement only, **Section VII. DEFINITIONS** is amended to include the following additional definition:

Defense Expenses means a payment allocated to defend a specific **Suit**, including but not limited to:

- 1. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;
- 2. Premiums on bonds to release attachments;
- 3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
- 4. Court costs taxed against the **Insured** in any **Suit**;
- 5. Pre-judgment interest awarded against the Insured; and
- 6. Interest that accrues after entry of judgment.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)